Copyrights Regulations on Papers Submitted to the Annual Conferences of the Japanese Society for Artificial Intelligence

Enforced on December 25, 2018

Article 1. The purpose of these Regulations

The purpose of these regulations ("Regulations") is to set rules regarding the ownership or treatment of the copyrights of the papers ("Papers") which will be submitted to the Japan Society for Artificial Intelligence ("Society") as a compilation of Papers to be published (excluding Papers that are edited, issued or published independently by respective research groups within the Society) at annual conferences or symposiums organized or co-hosted by the Society ("National Conferences").

Article 2. Ownership of Copyright

- 2.1 The copyrights (which shall include all the rights provided for in Articles 21 to 28 of the Copyright Act of Japan; this shall also apply below) of the Papers shall be assigned by the authors ("Authors") to the Society at the time the final manuscripts of the Papers are submitted to the relevant National Conference, provided that if it is decided that the Papers will not be published in the compilation of papers issued for the relevant National Conference, the Society shall return ownership of the copyrights of the Papers to the Authors.
- 2.2 If the provisions in Article 1.1 are not applied due to any special circumstances or if an Author of a Paper does not wish for the provisions in Article 1.2 to apply, the Society and the Author shall, upon the Author's request, engage in discussions and reach an agreement on how to address the issue, provided that the Author shall grant the Society the right to use the copyright to the relevant Paper to ensure that the Society is able to use the Paper and the relevant information on a continuous basis as required to manage the National Conferences (i.e., the Society shall be allowed, among other things, to authorize any third party to copy the relevant Paper, place the relevant Paper on the website prepared by the Society or record the relevant Paper in CD-ROMs, etc.).

Article 3. Author's Covenant to Exercise the Moral Rights

The Authors shall not exercise their moral rights against the Society or persons licensed by the Society, if the Society or persons licensed by the Society do any of the following in connection with the Papers:

- (1) Reproduce the Papers in the compilation of papers for the National Conference, or modify the contents of the Paper when they are electronically distributed;
- (2) Translate the contents of the Paper to any other language or modify the contents of the Paper when it is translated into any other language;
- (3) Extract and subsequently use the Paper's abstract in isolation from the rest of the Paper, , prepare a summary of the Paper or prepare a summary translation of the Paper; or
- (4) Make modifications to the content of the Paper unless the Author is legally authorized to make a claim for the preserve of the integrity of the work of authorship under applicable laws or regulations.

Article 4 Grant the Author the Right to Use the Paper

The Society shall not object or impede the Author from using his/her Paper in accordance with these Regulations. In particular:

1. The Author may, at any time, place the Paper on his/her personal website (including the website or websites operated by the company or entity that the Author joins) whether before or after the publication of the compilation of papers that contains the Paper, provided that when the Author places the Paper on his/her personal website, the Author must clearly state the following:

Notice regarding the use of this work: The copyright of this work shall remain with the Japanese Society for Artificial Intelligence (JSAI). This work is published here with the permission of JSAI. Please comply with the Copyright Act of Japan when you reproduce, make derivative work from, distribute or make available to the public any part of the work. All Rights Reserved, Copyright (C) The Japanese Society for Artificial Intelligence".

- 2. If the Author submits the Paper in its final form to any other academic society, etc., the Society shall not object to the Author's submissions or to that academic society's use of the Paper, etc., on the ground that the Society retains ownership of the Paper.
- 3. The Author may use the Paper in compliance with these Regulations, provided that if any use of the Paper by the Author hinders the operation of the Society, the Society shall be entitled to request that the Author suspend the use of the Paper, and the Author shall do so.

Article 5. Use of the Work

If all the following conditions are met, the Society or such a licensed person may reproduce the Paper, in whole or in part, in any other works of authorship, website, etc.:

- (1) The Paper is used after the compilation of papers that contains the Paper is published or disclosed to the public;
- (2) The Paper is used in a work of authorship owned by the Society;
- (3) The content of the Paper is not modified beyond the scope of those moral rights listed in Article 3 that the Authors agreed may not be exercised in Article 3; and
- (4) The use of the Paper is in compliance with the Society's data management policy including those rules related to making works available for download if the Paper is used in an electronic format.

Article 6. Exceptional Treatment

If a National Conference is held by the Society as a co-hosting event with other academic societies or similar entities and if there are any other agreements or arrangements relating to the handling of the copyright of Papers submitted, such other agreements or arrangements shall take precedence over these Regulations.

Article 7. Copyright Infringements

7.1 If a third party infringes on the copyright of the Paper or it is suspected that a third party infringes on the copyright of the Paper, the Society and the Author shall engage in discussions and resolve the issue.

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7.2 If the Paper infringes on any third party's copyright or any other right or interest, the Author shall be solely responsible therefor.

Article 8 Disclaimer

- 8.1 The Society makes no explicit or implicit representations or warranties with respect to the accuracy, completeness, merchantability, fitness for a particular purpose, etc. of the Paper in these Regulations.
- 8.2 The Society shall not be liable for any normal or special damages that incur as a result of any use of the Paper (including damages that incur in connection with an infringement of intellectual property rights).

Article 9. Revision or Abolishment of these Regulations

Any revision or abolishment of these Regulations shall be subject to the approval of the Board of Directors of the Society.

Article 10. Governing Law; Dispute Resolution; Definitive Text

- 10.1 These Regulations shall be governed by and interpreted in accordance with the laws of Japan. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.
- 10.2 The definitive text of these Regulations shall be written in Japanese.

Supplementary Provisions:

- 1. These Regulations shall be enforced from December 25, 2018.
- 2. Handling of the copyrights before the amendment of these Regulations shall be subject to the Regulations that were effective before the amendment.